

1 MAYER, BROWN, ROWE & MAW LLP
2 IAN N. FEINBERG (SBN 88324)

3 *ifeinberg@mayerbrownrowe.com*
4 JOSHUA M. MASUR (SBN 203510)

5 *jmasur@mayerbrownrowe.com*

6 Two Palo Alto Square, Suite 300

7 3000 El Camino Real

8 Palo Alto, California 94306-2112

9 Telephone: (650) 331-2000

10 Facsimile: (650) 331-2060

11 Attorneys for Defendants and Counter-
12 Complainants GUGGENHEIM
13 ENTERTAINMENT, LLC, SCOTT
14 GUGGENHEIM, STEPHEN GUGGENHEIM,
15 and SHANNON GUGGENHEIM

16 **UNITED STATES DISTRICT COURT**

17 **NORTHERN DISTRICT**

18 **SAN FRANCISCO DIVISION**

19 ERIC KIMMEL,

20 *Plaintiff and Counterdefendant,*

21 *v.*

22 GUGGENHEIM ENTERTAINMENT, LLC,
23 SCOTT GUGGENHEIM, STEPHEN
24 GUGGENHEIM, and SHANNON
25 GUGGENHEIM,

26 *Defendants and*
27 *Countercomplainants.*

Case No. C 07-02751 CRB

**CERTIFICATION PURSUANT TO
CIVIL LOCAL RULE 3-16**

28 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,
associations of persons, firms, partnerships, corporations (including parent corporations) or other
entities (i) have a financial interest in the subject matter in controversy or in a party to the
proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be
substantially affected by the outcome of this proceeding:

Peninnah Schram and Steve Rossman are authors of the book *Eight Stories for Eight*
Nights, on which portions of the play at issue in the above-captioned matter were based. Daniel

1 Ballard, counsel for Plaintiff Eric Kimmel, has represented that he also represents Ms. Schram
2 and Mr. Rossman, has suggested that they may press similar claims to those asserted by Mr.
3 Kimmel, and has represented that their participation would be necessary to effect a complete
4 settlement.

5 As of this date, Defendants Guggenheim Entertainment, LLC, Scott Guggenheim,
6 Shannon Guggenheim, and Stephen Guggenheim (collectively, "Defendants"), and the
7 undersigned counsel, lack sufficient information to determine whether other third parties have
8 any other financial interest in the outcome of this proceeding. In particular, Defendants and the
9 undersigned counsel currently lack sufficient information to determine whether Plaintiff's
10 agreement with his literary agent, Christopher Schelling of Ralph M. Vicinanza Ltd., provides
11 for a percentage of royalties or recoveries received by Plaintiff.

12 Dated: July 13, 2007

MAYER, BROWN, ROWE & MAW LLP

13
14 By: /s/
15 Joshua M. Masur

16 Attorneys for Defendants and Counter-
17 Complainants GUGGENHEIM
18 ENTERTAINMENT, LLC, SCOTT
19 GUGGENHEIM, STEPHEN
20 GUGGENHEIM, and SHANNON
21 GUGGENHEIM
22
23
24
25
26
27
28